

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
Philadelphia Division

IN RE:

SHANISE N PALMER

Debtor

Chapter 13

Case No. 25-10188-DJB

ALLY BANK

Movant

v.

SHANISE N PALMER  
(Debtor)

KENNETH E. WEST  
(Trustee)

Respondents

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C.  
§ 362(d)(1) AND FOR ENTRY OF ORDER WAIVING THE PROVISION OF FED. R.  
BANKR. P. 4001(a)(3)**

NOW COMES Ally Bank, a secured creditor in the above-captioned bankruptcy case, by its counsel, Orlans Law Group PLLC, as and for a motion pursuant to 11 U.S.C. § 362(d)(1) and Fed. R. Bankr. P. 4001(a)(3), seeking an Order granting relief from the Automatic Stay in order to obtain possession and dispose of its collateral, namely one 2018 Toyota Rav4 and states the following as grounds therefore:

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1334(b) and § 157(a) and 11 U.S.C. § 362(d). Upon information and belief, this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G).

2. On January 16, 2025, the Debtor, above-named, filed a voluntary petition under Chapter 13 of the United States Bankruptcy Code.
3. Ally Bank (the “Creditor”) is a secured creditor and the holder of a duly perfected security interest in one (1) 2018 Toyota Rav4 VIN No. JTMBFREX8JJ229442 (the “Vehicle”) pursuant to a Retail Installment Sale Contract (the “Contract”), a retail installment contract between the Debtor and Piazza Acura VW of Ardmore (the “Seller”), entered into on April 25, 2022, whereby the Debtor agreed to pay a total of \$31,259.25 in 75 monthly payments of \$416.79 each in connection with the purchase of the Vehicle. True and correct redacted versions of the Contract and Proof of Lien Perfection are attached as Exhibits “A” and “B”, respectively.
4. Pursuant to 11 U.S.C. § 362(d)(1), upon request of a party in interest, the Court shall grant relief from the automatic stay for cause, including lack of adequate protection of an interest in property of such party in interest.
5. As of March 28, 2025, the net total balance due on the obligation to Creditor was \$20,181.51.
6. As of March 28, 2025, the Debtor is in default of the payment obligations to the Creditor pursuant to the terms and conditions of the Contract. Account is delinquent with the total arrears of \$5,927.06, which includes the pre-petition arrears of \$5,093.48 and the post-petition arrears of \$833.58.
7. That Creditor has ascertained that the average trade-in value of the Vehicle is \$14,450.00 based on J.D. Power's estimated value of the Vehicle. A copy of the J.D. Power for valuation of the Vehicle is attached hereto as Exhibit “C”.

8. Upon information and belief, there is no other encumbrance affecting the Vehicle, and there is no other collateral securing the indebtedness.
9. Upon information and belief, the vehicle was repossessed 11/26/2024.
10. It is respectfully asserted that the Creditor's interest in the Vehicle will not be adequately protected if the automatic stay is allowed to remain in effect.
11. Accordingly, sufficient cause exists to grant the Creditor relief from the automatic stay.

WHEREFORE, the Creditor, Ally Bank, respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. §362(d), either:

- a. Granting the Creditor relief from the automatic stay in order to obtain possession and dispose of the Vehicle, the entry of which order shall be effective immediately upon entry, notwithstanding the provisions of FRBP 4001(a)(3); and
- b. For such other and further relief as the Court may deem just and proper.

Date: April 9, 2025

Respectfully Submitted,

/s/ Elizabeth A. Trachtman  
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